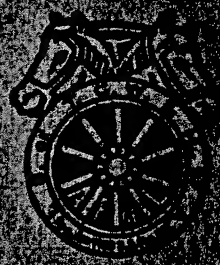


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# AGREEMENT

HUDSON COUNTY CHOSEN BOARD OF  
FREEHOLDERS



TEAMSTERS LOCAL UNION NO. 785  
PUBLIC SERVICE EMPLOYEES OF

45020

JULY 1, 1972 — DECEMBER 31, 1974





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## **PREAMBLE**

AGREEMENT entered into this 16th day of July, 1972, between LOCAL UNION NO. 286 affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" and HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter referred to as the "County."

The effective date of this Agreement is July 1, 1972.

The County and the Union agree as follows:

WHEREAS, the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS has established a collective bargaining relationship with the LOCAL UNION NO. 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, as the collective negotiating representative of certain public employees of the County; and

WHEREAS, the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS and the LOCAL UNION NO. 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS have conducted negotiations in good faith with respect to terms and conditions of employment and grievances of the aforementioned employees,

BE IT RESOLVED, that the attached Contract between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS and the LOCAL UNION NO. 286, INTERNATIONAL BROTHERHOOD OF TEAMSTERS for the period July 1, 1972 to December 31, 1973, is hereby adopted and subject to Economic Stabilization Controls and the Rules and Regulations of the Pay Board as administered by the Internal Revenue Service.



## ARTICLE I

### Recognition

A. The County recognizes Local Union No. 286, International Brotherhood of Teamsters as the sole and exclusive bargaining agency for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

B. The provisions of this Agreement shall apply to employees of the County in the following job classifications:

|                               |                           |
|-------------------------------|---------------------------|
| Account Clerk                 | Senior Account Clerk      |
| Admitting Clerk MT. &<br>Rep. | Senior Music Therapy Aide |
| Clerk Typist                  | Senior Mail Clerk         |
| File Clerk                    | Senior Receptionist       |
| Junior Library Assistant      | Stock Clerk               |
| Administrative Clerk          | Timekeeper                |
| Cashier Typist                | Assistant Laundry Foreman |
| Clinic Attendant Typist       | Beautician                |
| Admitting Clerk               | Building Maintenance      |
| Clerk                         | Worker                    |
| Clinic Attendant M.H.         | Building Maintenance      |
| Hospital Bond Interviewer     | Worker-Maintenance        |
| Medical Records Clerk         | and Repair                |
| Canteen Clerk                 | Building Repairman-       |
| Clerk Stenographer            | Helper                    |
| Elevator Operator             | Music Therapy Aide        |
| Head Account Clerk            | Principal Account         |
| Mail Clerk                    | Clerk Typist              |
| Medical Stenographer          | Secretary Warehouse       |
| Necropsy Stenographer         | Division                  |
| Principal Medical             | Senior Clerk Stenographer |
| Records Clerk                 | Senior Hospital Credit    |
|                               | Interviewer               |

|                                     |                                |
|-------------------------------------|--------------------------------|
| Senior Telephone Operator           | Building Administration Worker |
| Storekeeper                         | Building Service Worker        |
| Transcriber                         | Butcher                        |
| Bacteriology Technician             | Chair Caner                    |
| Hospital Credit Interviewer         | Cook Custodian                 |
| Messenger                           | Elevator Operator              |
| Multilith Operator                  | PLT STR                        |
| Principal Account Clerk             | Equipment Operator-Sweeper     |
| Stenographer                        | Garage Attendant               |
| Principal Account Clerk             | Histology Technician           |
| Senior Clerk                        | Laboratory Technician          |
| Senior Clerk Transcriber            | Linen Room Attendant           |
| Senior Medical Records Clerk        | Maintenance Repairman Helper   |
| Senior X-Ray Technician             | Maintenance Repairman          |
| Telephone Operator                  | Painter                        |
| Vital Statistics Clerk              | Occupational Therapy Aide      |
| Barber                              | Organist                       |
| Bridge Operator-Steam               | Repairman                      |
| Building Maintenance Worker-Laundry | Central Supply Aide            |
| Microfilm Operator                  | Clinic Attendant PLIK          |
| Principal Clerk                     | Elevator Starter               |
| Receptionist                        | Equipment Operator Roads       |
| Senior Account Clerk                | Furniture Finisher             |
| Typist                              | Head Cook                      |
| Senior Clerk Typist                 | Laboratory Assistant           |
| Senior Multi-Operator               | Laundry Worker                 |
| Statistical Clerk                   | Maintenance Repairman          |
| Stenographer                        | Carpenter                      |
| Telephone Operator PT               | Building Maintenance           |
| Ward Clerk                          | Worker GER                     |

|                                      |                                   |
|--------------------------------------|-----------------------------------|
| Building Service Worker-<br>Floors   | REC Therapy Aide                  |
| Clerk Room Attendant                 | Seamstress                        |
| Dental Technician                    | Senior Building Service<br>Worker |
| ENV Therapy Aide                     | Senior Central Supply Aide        |
| Food Service Worker PT               | Senior Cook                       |
| Groundskeeper                        | Senior Food Worker                |
| Institutional ADJ                    | Senior Laundry Worker             |
| Laborer Driver                       | Senior Maintenance<br>Repairman   |
| Maintenance Repairman                | Senior Mechanic<br>Repairman      |
| Maintenance Repairman<br>Electrician | Senior Pharmacists Helper         |
| Mechanic                             | Senior Sewage Plant<br>Operator   |
| Mechanic Repairman<br>Helper MEQ.    | Stock Clerk                       |
| Physical Therapy Aide                | Truck Driver                      |
| Building Service<br>Worker PT        | Institutional Fireman             |
| Chauffeur                            | Docket Clerks                     |
| Dental Aide                          | Cashier                           |
| Electrical Maintenance<br>Repairman  | Senior Medical Technology         |
| Food Service Worker                  | Senior Physical Therapy<br>Aide   |
| Gardener                             | Senior Stock Clerk                |
| Housekeeper                          | Stock Handler                     |
| Laborer                              | Upholsterer                       |
| Linen Room Attendant-<br>Laundry     | Assistant Cashier.                |
| Maintenance Repairman                | Maintenance Repairman<br>Plumber  |
| Locksmith                            | Nurses Aide                       |
| Maintenance Repairman                | Pharmacist Helper                 |
| Glazier                              | Road Repairman                    |
| Mechanic Helper                      | Seamstress Laundry and<br>Linen   |
| Occupational Therapist               |                                   |

Senior Bookkeeper  
 Machine Operator  
 Senior Building  
 Maintenance Worker  
 Senior Electrical Card  
 Technician  
 Senior Hospital Attendant  
 Senior Linen Room  
 Attendant  
 Senior Maintenance  
 Repairman-Iron Work  
 Senior Maintenance  
 Repairman-Plumber  
 Senior Repairman  
 Electrician  
 Sewage Plant Operator

Tile Setter  
 Senior Maintenance  
 Repairman MSLP  
 Senior Maintenance  
 Repairman-Windows  
 Senior Maintenance  
 Repairman-Roofer  
 Senior Maintenance  
 Repairman Plumber  
 Steamfitter  
 Senior Seamstress  
 Laundry and Linen  
 Shoe Maker  
 Traffic Maintenance  
 Repairman  
 Naturalization Clerks

C. Notwithstanding the provisions of ARTICLE I, paragraph B, employees in the aforementioned job classifications are **not** covered by this Agreement in the following County Departments:

Sheriff's Department  
 County Legal Office  
 Courts  
 Treasurer's Office  
 Police Departments  
 Prosecutor's Office

Office of the Board of  
 Chosen Freeholders  
 Probation Department  
 Jails  
 Penitentiaries.

D. In addition to the employees excluded in ARTICLE I, paragraph C, all other employees of the County are excluded and N.J.S.A. 34:13A-1 et. seq. excludes the following:

Managerial Executives      Professional Employees  
 Policemen

Supervisors with the meaning of the New Jersey Employer-Employee Relations Act.

## **ARTICLE IA**

### **Working Conditions**

A. The representatives of the County and of the Union shall, by mutual consent, adopt written memorandums covering in more specific terms, the interpretations and/or the application of working conditions, the reasonable rules and/or regulations of employment and the method of making any work force changes so as to provide the maximum job security for all permanent employees, in order to make it better suited to a specific bargaining unit or for any special circumstances within the certification of employee representation by Teamsters Local No. 286 with the Hudson County Board of Chosen Freeholders.

## **ARTICLE II**

### **Out of Title Work**

A. The County and the Union agree that employees should be assigned work appropriate to and within their job classifications according to Civil Services Laws and Regulations.

B. Except in cases of emergency, employees regularly assigned to out of title work shall be paid the rate of the title they are working in if that rate is higher than their regular title rate. Instances of out of title work identified by the Union and formally brought to the attention of the County shall be corrected immediately.

C. Any dispute as to whether the work is within the job classification of the employee/s involved may be resolved through the grievance procedure.

## **ARTICLE III**

### **Dues Check-Off**

A. The County agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the County by the Treasurer of the Union, and the aggregated deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th and last day of the current month, after such deductions are made.

B. When an employee transfers from one department or location, but remains in the same certified bargaining unit, he/she shall continue to be covered by the same dues check-off authorization of the Union and not be required to sign another authorization card.

## **ARTICLE IV**

### **Leave of Absence Due to Job-Related Injury**

A. Any employee covered by this Agreement who is disabled because of a job-related injury or disease shall be granted a leave of absence with basic salary pay as in effect at time of injury.

Such leave shall be granted with full pay, with reduced pay or with full pay for a certain period and reduced pay thereafter at the sole discretion of the County.

B. Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

C. Any amount of salary or wages paid or payable to an employee for disability leave shall be reduced by the

amount of Workmen's Compensation award under the New Jersey Workmen's Compensation Act for temporary disability.

## **ARTICLE V**

### **Aid to Other Unions**

A. The County will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## **ARTICLE VI**

### **Hours of Work**

A. The regular work week in effect at the signing of this Agreement with respect to all titles covered by this Agreement shall remain in effect for the duration of this Agreement.

B. The County shall have the right to assign overtime work upon proper notification.

## **ARTICLE VII**

### **Meal Periods**

A. The existing practices of the County with respect to meal periods for employees shall be continued for the duration of this Agreement.

## **ARTICLE VIII**

### **Holidays**

A. The holiday schedule in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement unless it is increased by the County.

B. The twelve (12) paid holidays are as follows:

|                       |                    |
|-----------------------|--------------------|
| New Year's Day        | Lincoln's Birthday |
| Washington's Birthday | Good Friday        |
| Memorial Day          | Independence Day   |
| Labor Day             | Veteran's Day      |
| Columbus Day          | Election Day       |
| Thanksgiving Day      | Christmas Day.     |

C. Employees shall receive one (1) day's pay in excess of his/her regular rate of pay for each of the holidays listed above on which they perform duties.

D. Employees shall be eligible for holiday pay under the following conditions:

1. An employee would have been scheduled to work on such a day unless the employee is on a day off, vacation, or sick leave.

2. If a holiday is observed on an employee's day off or during his/her vacation, he/she shall be paid for the unworked holiday or time off.

3. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

4. The employee worked his last regularly scheduled work day before the holiday and the first regularly scheduled work day after the holiday.

## **ARTICLE IX**

### **Sick Leave**

A. Any employee covered by this Agreement, contracting or incurring any non-service sickness or disability, which renders such employee unable to perform the duties assigned by the County shall receive sick leave with pay as follows:

1. An employee shall be afforded sick leave on

the basis of one (1) working day per month up to the end of the first year, and fifteen (15) working days for each calendar year thereafter. Sick leave shall be earned by an employee for any month in which he/she is compensated for any part of any day, whether or not the employee actually worked in said month.

2. An employee commences earning sick leave from the day of hiring and as long as he/she is on the payroll of the County.

3. Sick days not taken by an employee in any one year shall then accumulate from year to year without limit.

## **ARTICLE X**

### **Unpaid Leaves**

A. In the discretion of the County, which shall not be unreasonable, a limited number of leaves of absence for a limited period, not to exceed six (6) months, may be granted for a reasonable purpose.

B. Employees **elected** or **appointed** to any Union office who wish to do Union work which takes them from their employment with the County shall be granted a leave of absence without pay. The leaves of absence shall not exceed one (1) year, but it may be renewed or extended at the discretion of the County. The number of employees granted leave under this provision shall be reasonable.

C. Three (3) members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence without pay at the request of the Union for a period not to exceed one (1) month.

D. Any employee who enters the active service in the Armed Forces of the United States while in the service

of the County, shall be granted a leave of absence for the initial period of military service.

## **ARTICLE XI**

### **Jury Duty Leave**

A. Jury duty is the responsibility of every citizen, therefore, unless there is strong evidence that the employee's absence from work would seriously handicap a patient's care or impair in any way the operation of his/her position, the employee shall be expected to serve.

B. Regardless of the length of time in performing this responsibility the employee's service record will remain unbroken.

C. The employee will receive pay during the period of jury service equal to his regular wages less the remuneration of jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the County to allow verification of same.

D. If an employee reports for jury duty and is excused that day, he/she shall be required to report back to his/her job for work, as soon as practical thereafter, except such employee shall not be required in said instance if there is less than four (4) hours remaining in his/her work shift.

## **ARTICLE XII**

### **Call in Time**

A. Any employee who is requested by the County and must return to work during periods other than his/her regularly scheduled shift shall be guaranteed not less than four (4) hours call in pay, regardless of the number of hours actually worked.

B. If any employee scheduled to report to work is not

able to do so, he/she must call the personnel office at least two (2) hours before he/she should report.

C. If an employee, in case of emergency, cannot be on time he/she must call the personnel office and give the expected time of arrival. If the employee will be more than two (2) hours late, it shall be within the sole discretion of the County as to whether the employee will be permitted to report for work.

## **ARTICLE XIII**

### **Management Rights**

A. The Union recognizes that the County may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the County.

B. The County reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

1. to direct employees of the County;
2. to hire, assign, promote, transfer and retain employees covered by this Agreement with the County or to suspend, demote, discharge, or take disciplinary action against employees;
3. to make work assignments, work and shift schedules including overtime assignments;
4. to relieve employees from duties because of lack of work, or other legitimate reasons;
5. to maintain the efficiency of the County operations entrusted to them;
6. to determine the methods, means and personnel by which such operations are to be conducted.

## **ARTICLE XIV**

### **Discipline and Discharge**

A. Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance, through regular grievance procedures as established in this Agreement.

B. If the County has just cause and reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

C. **DISCHARGE:** The County shall not discharge any employee without just cause. If any employee feels there is a violation against his/her rights concerning the discharge or suspension, the Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, going into arbitration if necessary.

D. If, in any case the County feels there is just cause for suspension and/or discharge, the County must notify the employee involved, in writing, that he/she has been suspended and is subject to discharge.

## **ARTICLE XV**

### **Rest Periods and Personal Clean-Up Period**

A. The policies and past practices of the County with respect to rest periods and personal clean-up periods on the date of the signing of this Agreement shall be continued for the duration of this Agreement.

## **ARTICLE XVI**

### **Pay Practices and Overtime Pay**

- A. The County agrees to issue payment for overtime on a monthly basis for the preceding overtime reporting period.
- B. The County agrees to continue its regular schedule of salary payments.
- C. The County agrees to pay overtime pay at the rate of time and one-half for all hours. Overtime hours shall be defined in accordance with existing practices on the date of the signing of this Agreement.

## **ARTICLE XVII**

### **Breaks in Continuous Service**

- A. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee who has resigned is reinstated, to work in any capacity within one (1) year thereafter, there shall be no break in continuous service.

## **ARTICLE XVIII**

### **Severability and Savings**

- A. Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement effected by such decision.
- B. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the County and the Union.

## **ARTICLE XIX**

### **Uniforms**

A. The County agrees to continue its past practices and policies with respect to uniforms.

## **ARTICLE XX**

### **Health Benefits and Insurance**

A. The insurance and health benefit plans in effect at the time of the signing of this Agreement shall remain in effect until December 31, 1972 unless the County and the Union mutually agree to any change.

B. Effective January 1, 1973 all employees of the County covered by this Agreement and eligible members of their families shall be entitled to a hospitalization plan, Rider "J," and a Major Medical Program, the premiums of which shall be paid by the County at no cost to the employee.

The parties agree that the County shall have the unilateral right to select the insurance carrier and program. Any dispute dealing with the selection of the insurance carrier or program shall not be subject to the Grievance Procedure.

## **ARTICLE XXI**

### **Transfers**

A. Employees desiring to transfer to other jobs shall submit an application, in writing, to their immediate supervisor. The application shall state the reason for the requested transfer.

## **ARTICLE XXII**

### **Safety and Health Committee**

A. The County and the Union agree to establish jointly a Safety and Health Committee consisting of an equal number of County and Union representatives, the number of members to be agreed upon. This Committee will advise management of all safety and health activities and will be expected to:

1. make immediate and detailed investigation of each accident to determine fundamental causes;

2. develop data to indicate accident sources and injury rates;

3. make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards;

4. promote safety and first-aid training for committee members and workers and participate in advertising safety and in making the safety program known to all workers;

5. conduct regularly scheduled meetings during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

## **ARTICLE XXIII**

### **Union Bulletin Boards**

A. The County will provide space on centrally located bulletin boards which will be for the exclusive use of the Union. The space provided on each bulletin board will minimally approximate 30" X 30" in size or the equivalent.

- B. Materials to be posted on such bulletin boards will be delivered to designated County officials by the Union two (2) days in advance of the proposed posting and include a requested date of posting and removal.
- C. Materials to be posted will consist of the following:
1. notices of Union meetings;
  2. notices concerning official Union business; and
  3. notices covering social and recreational events.
- D. No materials will be posted which contain profane or obscene language or which is defamatory of the County or its representatives and employees or which is critical of or condemns the methods, policies or practices of the County or which constitutes election campaign material.

## **ARTICLE XXIV**

### **Pledge Against Discrimination and Coercion**

- A. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement.
- B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- C. The County agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the County or by the County representative against any employee because of Union membership.

## ARTICLE XXV

### Maintenance of Benefits

(This Article number is reserved for future purposes and no substantive provisions exist under this number.)

## ARTICLE XXVI

### Rule Against Supervisors Working

A. The County agrees with the Union that Supervisors shall not perform work for the purpose of displacing a regular unit employee except in cases of extreme emergency or within training.

## ARTICLE XXVII

### Lay-Off and Recall

A. When it is necessary to lay off employees **the Union shall be notified at once** and the conditions outlined below shall be observed:

1. Permanent employees within a classification will not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to permanent positions or employees serving in working test periods within the classifications affected. These non-permanent employees will be given maximum notice of any reduction in force.

2. The County shall provide a minimum of forty-five (45) calendar days notice of lay off to any permanent employee to be affected in accordance with Civil Service rules and regulations.

3. Job classification seniority shall be a determining factor to be considered when identifying which

permanent employees are to be laid off according to Civil Service rules and regulations.

B. Permanent employees affected by lay off requirements may exercise bumping rights within their job classification or to equated or lower rated job classifications as provided according to Civil Service rules and regulations.

C. The name of the permanent employee who is laid off shall be placed on a special reemployment list. Persons on such a list will be given preferential consideration over any other type of applicant for appointment to the job classification and no new employee shall be hired to that classification until all employees on lay off status desiring to return to work shall have been recalled, provided such employees on lay off status are capable of returning to work. The employee must provide the County with any address change while waiting for recall. This preferential list shall be in effect for such period as provided for by Civil Service rules and regulations. If Civil Service fails to specify a specific period for such list, then it shall remain in effect for a period of one (1) year.

D. Permanent employees will be recalled to work in the reverse order in which they were laid off by the Appointing Authority. Notice of recall will be made in writing by certified mail to the employee's home address of record.

E. 1. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of certification for recall or within ten (10) days of the mailing or be considered to have abandoned his recall rights and resigned.

2. An employee recalled to his former job classi-

fication must report for reinstatement within the specified time limits or be considered to have resigned.

3. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall.

F. An employee on lay off accrues no additional sick leave or vacation credits. When an employee is recalled from lay off and reinstated, he is considered to have continuous service credit for computation of future earned vacations.

## **ARTICLE XXVIII**

### **Subcontracting of Work**

A. If, during the term of this Agreement, the ~~County~~ contracts out or subcontracts work normally performed by employees covered by this Agreement, employees affected will be given every priority available to continue their employment within their classification or any other position available for which they are qualified, prior to lay off or similar action.

B. The ~~County~~ agrees to meet with the Union to discuss all incidences of contracting or subcontracting whenever it becomes apparent that a lay off or job displacement will result.

## **ARTICLE XXIX**

### **Membership Packets**

A. The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the County and the Union.

The County agrees to distribute such membership packets to new employees during the initial phase of employment.

## **ARTICLE XXX**

### **Grievance and Arbitration Procedure**

A. A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

B. A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the ~~County~~ *Crownston* until such grievances has been fully determined.

#### **STEP ONE:**

The grievance shall be discussed with the employee involved and the Union representative with the immediate supervisor designated by the ~~County~~. The answer shall be in writing and made within three (3) days by such immediate supervisor, to the Union.

## **STEP TWO:**

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Union and submitted to the department head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union within Five (5) days of submission.

## **STEP THREE:**

If the grievance is not settled at Step Two then the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the Executive Director. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

## **STEP FOUR:**

If the grievance is not settled through Step Three then the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Civil Service Act, then the Union shall have the right within five (5) working days to submit such grievance to an arbitrator. The arbitrator shall be Joseph Wildebush of Wayne, New Jersey. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs of the arbitrator but the costs of the arbitrator shall be borne by the County and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the Executive Director in an effort to forestall its occurrence.

E. Nothing herein shall prevent any employee from processing his own grievance, provided a Union representative may be present as observer at any hearing on the individual's grievance.

F. **WORK STOPAGES:** Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the County's facilities.

G. Investigation and processing grievances by officially designated Union Stewards which have been formalized and submitted in writing, providing that such time shall be reasonable and limited to one (1) hour and provided there is no interruption of work activities. In emergency situations these limitations may be extended. The accredited Union Steward shall provide reasonable notification to his supervisor or to the appropriate authority whenever he wishes to handle such activity. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

The Union shall designate to the County the names of the officially accredited Union Stewards who shall have the authority under this Article. The total of such officially accredited Union Stewards shall not exceed fifteen (15) and shall be distributed throughout the County Departments.

## **ARTICLE XXXI**

### **Seniority**

A. Consistent with applicable Civil Services laws, rules and regulations, seniority shall mean a total of all periods of employment within classifications covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

1. voluntary resignation;
2. discharge for just cause; and
3. failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The County may require substantiating proof of illness or accident);
4. continuous lay off beyond recall period for re-employment outlined in this Agreement.

## **ARTICLE XXXII**

### **Vacations**

A. The County agrees that for the duration of this Agreement it will continue its current vacation practices with regard to the number of vacation days and to the scheduling of such vacation for the members of the bargaining unit.

## **ARTICLE XXXIII**

### **Separation of Employment**

A. Consistent with the applicable Civil Service rules and regulations, upon discharge the County shall pay all money including pro rata vacation pay due to the employee.

B. Upon quitting, the County shall pay all money due to the employee including pro rata vacation pay in the next pay period following such quitting.

## **ARTICLE XXXIV**

### **Funeral Leave**

A. An individual employee shall be given three (3) days with pay as funeral leave for a death in the employee's immediate family.

B. An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, brother, husband, father-in-law, sister-in-law, brother-in-law, and grandparents.

C. Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time with or without pay shall be at the sole discretion of the County.

## **ARTICLE XXXV**

### **Probationary Employees**

A. New employees shall be considered probationary for a period of four (4) months from the date of employment, excluding time lost for sickness and other leaves of absence.

B. Where a new employee being trained for a job spends less than twenty-five per cent (25%) of his time on the job, only such time on the job shall be counted as employment for purposes of computing the probationary period.

C. During or at the end of the probationary period, the County may discharge any such employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE XXXVI**

### **Economic Stabilization Program**

A. The payment of any wage, salary or other financial benefit as provided for herein is specifically subject to, and conditioned upon, the provisions herein being approved and in conformity with the requirement and guidelines as established by those agencies created as a result of President Richard M. Nixon's Economic Stabilization Program. It is specifically intended that no provision contained herein shall be in violation of any requirement or guideline imposed as a result of the Economic Stabilization Program of the President of the United States.

## **ARTICLE XXXVII**

### **Salaries**

A. Effective January 1, 1972, the annual salaries of all employees in this bargaining unit covered by this Agreement shall be increased \$300.00. This figure shall be computed by using the salary paid the employee on December 31, 1971. An employee whose annual salary has been increased \$300.00 or more on or after January 1, 1972 shall receive no further increase under the provision of this paragraph. Employees who have received an annual salary increase on or after January 1, 1972 less than \$300.00 shall receive a further increase equal to the difference between their annual salary increase already granted and the \$300.00 annual increase. There shall be no other increases whether called increments or wage increases except as provided by this Article.

B. Effective January 1, 1973, the annual salaries of all employees in this bargaining unit covered by this

Agreement shall be increased \$600.00 on December 31, 1972. It is understood that this is the total annual salary increase for such employees. There shall be no other increases whether called increments or wage increases except as provided by this Article.

C. Effective January 1, 1973, the minimum annual salary paid to a full time employee in this bargaining unit covered by this Agreement shall not be less than \$5,200.00.

D. Part time employees who as so designated on the County Payroll shall receive a proportionate increase of the amounts contained in the foregoing paragraphs if they are so entitled.

## **ARTICLE XXXVIII**

### **Maternity Leave**

A. Maternity leave shall be granted subject to the following:

1. Any female employee shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than one (1) year.

2. This clause shall be interpreted to fully comply with Title VII, U.S. Code of the Civil Rights Act of 1964.

## **ARTICLE XXXIX**

### **Union Activity Leave**

A. The County agrees to provide a total of ten (10) days leave of absence with pay for delegates of the Union to attend Union activities in 1972 and fifteen (15) days leave of absence with pay in 1973.

B. The leave is to be used exclusively for participation

in the Statewide Teamsters Convention or for other regularly scheduled meeting or conventions of labor organizations with which the Union is affiliated or for training programs for stewards and Union officers and for which appropriate approval by the County is required. Written notice, from the Union, of the authorization of an individual to utilize such leave time shall be given to the Personnel Office where the individual is employed at least twenty-one (21) days in advance of the date or dates of such meeting.

## **ARTICLE XL**

### **Miscellaneous Provisions**

A. It is the intention of both parties that this Agreement effectuates the policies of N.J.S.A. 34:13A-1 et. seq. and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

B. The parties agree to equally share the cost of printing a sufficient number of copies of this Agreement.

C. It is agreed that employees now receiving shift or continuous operation differential and who continue to be entitled to such shift or continuous operation differential under established past practice shall continue to receive such shift or continuous operation differential for the duration of this Agreement. The parties agree that for the duration of This Agreement there shall not be an expansion of shift or continuous operation differential coverage after the signing of this Agreement. Provided further there shall be no change in the past practice of paying hazardous duty pay to certain employees at the Meadowview Hospital provided those employees continue to perform such work.

## **ARTICLE XLI**

### **Duration of Agreement**

The provisions of this Agreement shall be effective July 1, 1972, and shall continue and remain in full force and effect to and including December 31, 1973, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration date.

### **HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS**

EDWARD F. CLARK, JR.  
ROBERT H. SLADE  
CHARLES J. STEINEL

### **LOCAL UNION NO. 286 INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

LOU D. DUVA - President  
ANGELO C. CALISTI - Director